

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS***

***PROJECT MANUAL:***

**SUPPLY & DELIVER**

**Doppstadt SM514 Trommel Screen or Equivalent**

***INVITATION FOR BID #11-03***

**JULY 2010**

**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID#11-03**

The City of Newton invites sealed bids from Contractors for the supply and delivery of one:

**Doppstadt SM514 Trommel Screen or Equivalent**

Bids will be received until: **9:30 a.m., August 12, 2010**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) after: **10:00 a.m., July 29, 2010**. Bidders are responsible for downloading the specifications from the City's web site at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids). Bidders are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 10-86) they have downloaded.

It is Bidder's responsibility to ensure it's bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened.

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

**All bids shall be submitted as one ORIGINAL and one COPY.**

Bids will be evaluated and awarded to the lowest responsive and responsible bidder for the total contract price.

All bids are subject to the provisions of M.G.L. Chapter 30B.

The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and ATTACHMENT - A (Exception form)** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for rejection.**

All City of Newton bids are only available on the City's web site, [www.ci.newton.ma.us](http://www.ci.newton.ma.us), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Maureen Lemieux  
*Interim Chief Procurement Officer*

July 29, 2010

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #11-03**.

**ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS**

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.

- 3.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 3.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

\* GENERAL BID FOR:

\* NAME OF PROJECT AND INVITATION NUMBER

\* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 3.8 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 3.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

#### ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

- 6.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

- 6.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### END OF SECTION

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #11-03**

- A. The undersigned proposes to furnish and deliver the equipment specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY AND DELIVER**

**Doppstadt SM514 Trommel Screen or Equivalent**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The Bidder proposes to furnish and deliver, FOB – DESTINATION, a new and unused equipment per specified for the contract price:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Trommel Screen	Doppstadt Model SM514 or Equal	1	\$_____	\$_____
TOTAL CONTRACT PRICE				\$_____

Exception Form enclosed with bid: YES \_\_\_\_\_ NO \_\_\_\_\_

COMPANY: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:
- ☐ Bidder's Qualification Form and References, 2 pages
  - ☐ One ORIGINAL bid and one COPY
  - ☐ ATTACHMENT - A (Exceptions form) 1 page
  - ☐ A five percent (5%) bid deposit/bid guarantee.
- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30, Section 39M.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_  
(Name of Bidder)  
BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)  
(Business Address)  
(City, State Zip)  
(Telephone) \_\_\_\_\_ / \_\_\_\_\_ (FAX)  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? ☐ YES ☐ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

**CITY OF NEWTON  
PUBLIC WORKS DEPARTMENT**

**Doppstadt SM514 Trommel Screen or Equivalent**

— Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer's literature. (Provide current brochure / specifications of the unit bid)

- Drum size – approx 5' diameter x 14' long.
- Complete with \_" punch plate drum.
- Two central-axle trailer chassis with ABS.
- Tires 355/65 R18.
- 50mm CE-trailer coupling ring including slip – on coupling.
- Caterpillar C 2.2 diesel motor, 41hp at 2000 RPM.
- Engine swings out at 90 degrees for ease of access from ground.
- Vandal proof doors all round machine for protection of engine and running parts.
- Four (4) separate pumps are used to drive the drum, feed, fines discharge conveyors ensuring maximum flexibility, cooler hydraulic temperatures and efficient use of horsepower.
- Hydraulic tank has separate outlets and intakes for each pump with separate filtration system.
- Chain and sprocket drum drive prevents slipping when wet.
- Single – piece punch plate drum design limits blinding and spearing.
- Drum includes spiral / flight arrangement to move material while operating horizontally.
- Drive chain is welded to drum – makes drum change straightforward.
- Drum side door swings open at 120 degrees to enable straightforward drum change.
- Drum design maximizes number of holes for unrivalled production.
- Patented continual load sensing in the drum ensures optimal efficiency and maximum production rates.
- Adjustable drum speed (0-21 RPM).
- Adjustable feed belt speed (0-21 ft per minute).
- Hydraulically tensioned cleaning brushes with individual brush elements and scrapers.
- Cleaning brush penetration can be adjusted with pin and shim arrangement at each end of brush frame.
- Side impact protection.
- Fuel consumption is approximately 1.5 gph.
- Paint: 2-component paint RAL 2011, deep orange.
- Central lubrication points.
- Fines conveyor 9' 10" long, 24" wide (optional 16' 5" long).
- Over's conveyor 9' 10" long, 32" wide (optional 16' 5" long).
- Fines and over's conveyors are hydraulically foldable.

**CITY OF NEWTON  
PUBLIC WORKS DEPARTMENT**

**Doppstadt SM514 Trommel Screen or Equivalent**

- All conveyor belts are vulcanized.
- Emergency stop switches beside fines and over's conveyors.
- Master control key to lockout battery power.
- Hopper capacity approx 4.4 cubic yards.
- Hopper feed height 8' 6".
- Hopper length 10' 8".
- Hopper feed belt is vulcanized with integral steel chord for maximum life.
- Modular design enables replacement of belts with vulcanized belts.
- Machine weight approx 23,150 lbs.
- Transport length 34' 4".
- Transport width 7' 2".
- Operation and maintenance manuals.
- Parts information on computer disk.
- Parts disk includes electrical and hydraulic schematics.
- Standard warranty term is 1 year or 1,000 hours.
- Machine set up time is 5 minutes from transport mode to work mode.

**Service before delivery:** Prior to delivery, the Trommel Screen shall be completely serviced and checked by the vendor in the vendors shop to insure the equipment is operating as designed.

**Delivery: Time is of the essence, please specify availability and delivery date.** \_\_\_\_\_

BIDDER (Name of firm) \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE OF PERSON SIGNING \_\_\_\_\_

DATE \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**END OF SECTION**

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted shall be a firm fixed price and delivered FOB Destination, City of Newton, Newton Massachusetts. The term FOB destination shall mean delivered and unloaded on-site with all charges for transportation and unloading prepaid by the contractor. Vendor agrees to bear risk of loss, injury, or destruction of goods and materials ordered which occurs prior to receipt by the Authority. Such loss injury, or destruction shall not release the vendor from any contractual obligations.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The contractor shall be responsible for the removal of rubbish and waste materials, if any, resulting from installation or other services provided under the terms and any contract award or purchase order. The contractor shall not dispose of waste materials on Authority property.

14. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
15. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
16. For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

## Insurance Requirements

- A. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract including options, if exercised.

### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

### COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence  
\$1,000,000 aggregate

Property Damage \$500,000 each occurrence

\$1,000,000 aggregate

**VEHICLE LIABILITY**

Personal Injury	\$500,000 each person \$1,000,000 aggregate
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Property Damage	\$300,000
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- B. The Owner shall be named as additional insured on the Contractor's Liability Policies.
- C. The Contractor shall not commence the work until proof of compliance with this section has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that all required coverage is in force.
- D. Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the Owner is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE  
CANCELLATION OF YOUR CONTRACT.**

**END OF SECTION**

**ATTACHMENT - A**

**a) LIST OF EXCEPTIONS OR EQUALS TO SPECIFICATIONS**

Bidder must itemize all deviations in detail to the specifications herein. If this is not sufficient space, attach additional copies of this sheet as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation will be cause for disqualification. Unless otherwise stated by the bidder in the space provided below, the proposal will be considered as being in strict accordance with the specifications outlined herein even though the manufacturer's literature may indicate deviations from the attached specifications.

ITEM NO.	EXCEPTION
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[illegible]

COMPANY: \_\_\_\_\_

**END OF SECTION**